

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Go Airlines (India) Limited,

Petitioner,

v.

International Aero Engines, LLC,

Respondent.

Misc. No. 1:23-mc-00249-RGA LDH

**REDACTED VERSION FILED:
MAY 26, 2023**

**REDACTED VERSION OF EXHIBIT A TO
DECLARATION OF BRIAN M. ROSTOCKI**



GO BEYOND

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Commercial Engines
Mobile: +1 (860) 371-1109

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July 27, 2022

Via Registered Mail, Facsimile & email

Go Airlines (India) Limited
Wadia International Centre,
Pandurang Budhkar Marg,
Worli, Mumbai
India
Facsimile: +91 22 67410001

Attention: Mr. Kaushik Khona , Chief Executive Officer
With copy to: Managing Director
legal@goair.in
engineer@goair.in

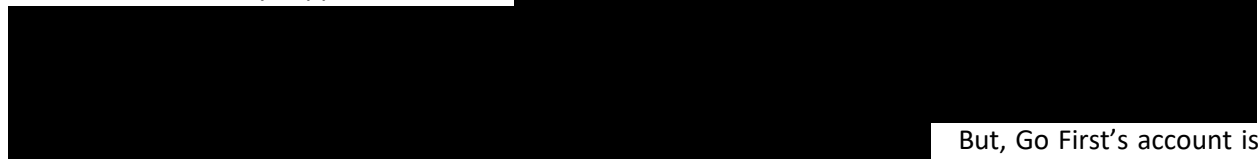
Ref. PurePower PW1127G-JM PureSolution Fleet Management Program Agreement, dated February 14, 2012 (as amended) (the "FMP");

Letter Agreement for Engine Support, by and between International Aero Engines, LLC and Go Airlines (India) Ltd., dated March 7, 2019 (the "2019 Letter Agreement").

Dear Sirs,

Pratt & Whitney and International Aero Engines LLC (collectively, "P&W") and Go First have a long relationship and together we have worked through significant challenges. We look forward to building upon this relationship for years to come.

P&W has consistently supported Go First,



But, Go First's account is critically overdue, it seems clear that these overdue amounts will continue to grow, and Go First has demonstrated that it likely is unable to pay amounts due. While P&W remains committed to supporting Go First, we reasonably require that it address and take immediate measures to cure its overdue account.

Accordingly, this letter is a Notice of default under the FMP and related agreements, including specifically a notice of failure to make payments due under Article 8.1(a) of Attachment 10 to the FMP. To be certain that there is no misunderstanding as to the grounds for the default, this letter will summarize the current state of Go First's overdue account, specify certain contract rights that P&W is exercising and propose a

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path forward. It is our objective both to build upon our strong historical relationship and to allow immediate action to support Go First.

1. Outstanding Account Payable

As specified in the attached Exhibit 1, Go First has accrued over [REDACTED] in outstanding amounts payable through June 30, 2022, of which over [REDACTED] is overdue and a substantial amount is greater than sixty days overdue. These payables generally fall into two categories: (a) charges for lease engine support and (b) charges under the FMP for both the monthly rate and for full interval shop visits performed pursuant to the FMP ("FISVs").

a. Lease Engine Support

Through June 30, 2022, Go First has accrued over [REDACTED] in charges for utilization of spare engines leased from P&W. In order to enable a clear understanding, we will separate these amounts payable into three distinct time periods: (i) charges for utilization occurring through 2018; (ii) charges for utilization occurring during years 2019 through 2021; and (iii) charges for utilization occurring in 2022.

[REDACTED]

During years 2019 through 2021, Go First accrued approximately [REDACTED] in lease engine utilization charges. Of this amount at least [REDACTED] is aged over three years. [REDACTED]

[REDACTED]

For 2022, Go First's accrued lease utilization charges exceed [REDACTED] through June 30, and approximately [REDACTED] is overdue. [REDACTED]

In total, Go First currently has overdue lease engine utilization charges of at least [REDACTED]. This includes the outstanding [REDACTED], amounts accrued in the first half of 2019 [REDACTED] and overdue amounts accrued in 2022 [REDACTED]. We recognize (i) that Go First has available credits equivalent to approximately [REDACTED] from certain 2022 spare engine purchases, [REDACTED] and (ii) that it may have the benefit of additional credits for certain guarantees and other remedies, although the value and timing of accrual of these credits must be resolved before they can be issued and applied. While these total credit amounts may cover a portion of the current lease engine utilization overdue, significant amounts will nevertheless remain outstanding and the overdue amounts continue to grow.

CONFIDENTIALb. FMP Payments

As of July 1, 2022, Go First has (i) over [REDACTED] in outstanding amounts payable for invoices for FISVs P&W performed under the FMP, of which approximately [REDACTED] is overdue and (ii) over [REDACTED] in outstanding amounts payable for its FMP monthly rate, of which more than [REDACTED] is overdue.

[REDACTED]

[REDACTED]

[REDACTED], Go First has now elected to stop paying invoices for FISVs, increasing Go First's overdue account. P&W has now issued invoices to Go First in accordance with the FMP for 34 FISVs, for which Go First now has now elected not to pay.

2. Overdue Account and Corrective Action

Due to the state of Go First's overdue account and the conduct referenced above, and until such time as Go First brings its account current, P&W is taking the following actions in exercise of certain rights under the FMP and related agreements, including under Article 10.2 and under Attachment 10 of the FMP:

- Pursuant to Article 8.1(a) of Attachment 10 to the FMP, except as may be required to wind down work in progress, P&W has suspended maintenance, repair, and overhaul (MRO) activities on Go First Engines under the FMP, including induction and the shipment of completed engines.
- Consequently, P&W will no longer hold material, induction slots and other MRO resources that had been allocated to Go First Engines and will release these resources to meet other customer demands.
- In accordance with Article 8.2 of Attachment 10 to the FMP, P&W requests that by August 15, 2022, Go First provide reasonable assurances of its financial condition and business operation, and: (1) pay P&W [REDACTED] for overdue FMP monthly rate charges, as specified on Exhibit 1 to this letter, and (2) pay P&W [REDACTED] which P&W will apply to overdue lease engine utilization charges (such amount reflecting the amount overdue for lease engine utilization, [REDACTED] assuming application of credits amounts as specified in and subject to Exhibit 1).
- Absent Go First's compliance with the preceding paragraph, P&W will or may take any further actions in furtherance of its rights under the FMP and related agreements.

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3. Potential Path Forward

As we've discussed on several occasions, and without prejudice to the forgoing, P&W remains committed to finding a solution, both to address Go First's account and to continue our support. We are prepared to meet with you to discuss a solution, including the following:

[REDACTED]

With respect to invoices for FISVs specifically, if Go First seeks formally to dispute any or all of these invoices, please notify us of your intent to do so and the basis of your dispute within 30 days of the date of this letter. If Go First does indeed dispute these invoices, we welcome a discussion on expedited means to resolve this issue, including an expedited arbitration or mediation process if Go First desires.

In no event shall this notice, in whole or in part, or any delay or deferral of the enforcement of any right or benefit under the FMP or any related agreement, be deemed a waiver of any of P&W's rights or as affirming the FMP in any respect. P&W expressly reserves all of its rights under the FMP and related agreements, including its right to terminate the FMP in accordance with the terms of the FMP.

Sincerely,



CONFIDENTIAL**EXHIBIT 1****Go First Account Status Summary for specified line items as of June 30, 2022**

	Total	Overdue	> 60 day overdue
Lease Engine Utilization (through 2018)¹			
Lease Engine Utilization (2019-2021)²			
Lease Engine Utilization (2022)³			
FMP Monthly Rate			
FMP PASV			
Subtotal⁴			
Spare Engine Credits⁵			
Potential Other Credits⁶			
Total with credits applied			
Footnote 1 - As the oldest A/R, this amount may be set off against the issued Spare Engine credits.			
Footnote 2 - The chart assumes a 3 year deferral on invoices as discussed. A formal agreement and letter of credit are required or this amount is entirely >60 days overdue.			
Footnote 3 - The chart does not assume a deferral of 2022 lease engine charges.			
Footnote 4: Certain de minimis miscellaneous charges and credits (such as for spare parts) have been omitted from this Exhibit for simplicity			
Footnote 5 - These credits have been issued, but not yet applied. We await Go First's concurrence to apply such credits to the oldest debt.			
Footnote 6 - This value reflects previously negotiated amounts for ETOPS, certain reliability guarantees, and 2020 AOG/engine change support and requires a final, written agreement.			